BHHC 2-5-7

Oscar Goebel Oversized

FILE NO. D-2449

REVIEW REPORT

No. 4997

Date August 19, 1947

FOR Mr. W. E. Goebel
Box 141
Belen, New Mexico

ON Water-Mizer Toilet Tank

The invention covered by this report has been: (1) Inspected by the Research and Review Department for adequacy of disclosure; (2) Submitted to the Technical Department for study of basic mechanical merit; (3) Submitted to the Industrial Relations Department for consideration of basic factors affecting industrial acceptance; (4) Rated by majority opinion of the Board of Review. Conclusions reached in these studies are summarized briefly below. If the reasons for these conclusions are not entirely clear to you, do not hesitate to ask for an amplification of the report by any Department or the Board.

ANALYSIS OF DISCLOSURE BY RESEARCH AND REVIEW DEPARTMENT

Does disclosure appear to be sufficiently complete to enable one skilled in the art to construct a workable device incorporating the major features of the invention?

YES

Is the inventor's claim to priority properly documented?

YES

ANALYSIS OF BASIC MECHANICAL MERIT BY TECHNICAL DEPARTMENT

Is any unusual difficulty foreseen in securing satisfactory operation of a production model employing the construction substantially as shown?

See Memorandum

Is there any apparent reason why the major features proposed cannot be engineered for successful operation?

See Memorandum

ANALYSIS OF PRODUCTION FACTORS BY INDUSTRIAL RELATIONS DEPARTMENT

Is there apparent in the proposed construction any handicap that would prevent successful production on a commercial scale?

See Memorandum

Does there appear to be any fundamental weakness that could not be corrected by normal production engineering, within the scope of the invention?

See Memorandum

Is there any other factor, identified in this examination that appears likely to prevent successful manufacture and sale?

See Memorandum

RATING ASSIGNED BY BOARD (For Meaning, See Reverse Side of This Sheet)

A	B	B-	C	D	E	X	N.R.	N.I.
				X				

REVIEW RATINGS

A	Possibilities considered EXCELLENT. Further investigation highly recommended
B	Possibilities considered GOOD. Further investigation considered desirable.
B-	Possibilities considered FAIR. Caution in investment indicated but further investigation justified.
C	Possibilities considered DOUBTFUL but abandonment without further investigation cannot be recommended.
D	Possibilities believed POOR. Abandonment considered justified.
E	Possibilities considered HOPELESS. Abandonment recommended.
X	Because of factors indeterminate without further data supporting inventor's claims of operability or potential efficiency, rating cannot be assigned.
NR	No rating is assigned because information supplied is insufficient to allow full consideration of basic mechanical and commercial features.
NI	Proposal is not considered an "invention" in the usual sense and, therefore, no rating as an invention can be given.

The present examination is based upon FUNDAMENTAL considerations only and results must not be considered, in any sense, as representing a final determination of merit. Consideration by all reviewers has been confined to BASIC factors ascertainable from information now available and all opinions are subuect to change in the light of additional information that may become apparent as the result of further tests. The rating assigned by the Board is tentative and may be altered, either up or down, by additional data made available by further investigation. It is the purpose of this Review Report to help you decide whether or not further effort is justified and every effort of the reviewers has been directed toward this end.

MEMORANDUM BY TECHNICAL DEPARTMENT

As far as "selling" this theory to manufacturers is concerned, they would probably be more easily convinced that a smaller tank should be employed in the areas where water is scarce. As for densely populated areas, we do not believe installation would be allowed by Health Department Regulations.

MEMORANDUM BY INDUSTRIAL RELATIONS DEPARTMENT

The proposal may have some limited application in very hot areas where there is a true water shortage. We feel certain, however, that there would not be sufficient market to interest manufacturers.

BOARD'S RECOMMENDATION

No possibility of interesting manufacturers. The proposal is one with strictly limited application and lacks sufficiently wide demand to justify the high manufacturing cost.

STATE OF NEW MEXICO COUNTY OF VALENCIA

IN THE PROBATE COURT

In Re the Estate of Oscar Goebel, Deceased   No._____.

FINAL ACCOUNT

Comes now Hedwig Goebel, by her attorneys Rodey & Dailey, and files this her Final Account herein, and in that behalf respectfully shows to the Court:

I.

That Hedwig Goebel was on the 12th day of December, 1927, duly appointed executrix of the estate of Oscar Goebel, deceased, by the Probate Court of Valencia County, New Mexico, and having qualified as such, gave notice of such appointment as required by law; that more than one year has elapsed since said appointment and that the estate of the said Oscar Goebel has been fully administered, and therefore said executrix makes the following Final Account to the Court, that is to say:

That the executrix has received money in the following amounts and from the following persons, to-wit:

1928

Jan.1 to Dec. 31	- Sale of merchandise in curio store	$437.40
May 1 to Oct. 1	- Rent of House No. 1 at $15.00 per month-	75.00
Oct.15 to Oct.22	- Rent of House No. 1 -	3.60
June 1 to Oct. 1	- Rent of House No. 2 at $25.00 per month-	100.00

Oct. 7 to Dec. 7	- Rent of House No. 2 -	$50.00
May 1 to Dec. 1	- Rent of House No. 3	117.75
Jan. 1 to Dec. 31	- Rent of theater property at $55 per month-	660.00
Jan. 1 to Dec. 31	- Bakery property rent at $32 per month-	384.00

TOTAL AMOUNT OF MONEY RECEIVED------------$1,827.75

That the executrix has expended money, which money was paid to the persons hereinafter designated, and for the following purposes:

First half of 1927 taxes for real and personal property as listed in inventory--------------	$204.21
First half 1928 taxes-----------	150.26

Building Repairs

1928

Aug. 30 - On theater property--------------	$ 51.00
Sept.20 - On curio store------------------	21.60
Oct. 17 - On house-------------------------	39.50
Dec. 14 - On theater property-------------	44.00

Expense for fuel in curio store

June 30 ----------------------------------	10.00
Dec. 17-----------------------------------	5.25

Lights

1927

Dec. -------------------------------------	4.75

1928

Jan. -------------------------------------	3.80
Feb. -------------------------------------	3.80
Mar. -------------------------------------	3.99
Apr. -------------------------------------	3.61
May --------------------------------------	5.75
June -------------------------------------	6.20

July	$ 7.15	
Aug.	6.95	
Sept.	6.25	
Oct.	6.60	
Nov.	6.25	
Repair to pump	6.50	
Freight expense during 1928 for curio store	10.99	
Fire insurance onpproperty	137.89	
Funeral expense for Oscar Goebel, deceased	275.00	
Jan. 3 - Paid to Rodey & Dailey, for legal services	200.00	
Feb.28 - To Rodey & Dailey, $50 for legal services, $25 costs	75.00	
Apr. 4 - To Rodey & Dailey, for costs	4.70	
TOTAL AMOUNT OF MONEY EXPENDED		$1,301.00

That of the moneys received by this executrix from the estate of Oscar Goebel, deceased, as hereinbefore accounted for, there remains after deducting the expenditures as hereinabove listed the sum of Five Hundred Twenty-six and 75/100 ($526.75) Dollars; that out of said sum of Five Hundred Twenty-six and 75/100 ($526.75) Dollars there remains to be paid the costs of publication of the Notice of Hearing on the Final Account and the mailing thereof in the approximate sum of Ten ($10.00) Dollars, and an additional attorneys' fee and costs of

Dollars to the Firm of Rodey & Dailey, allowance of which said sums this executrix asks for herein. That there further remains to be paid to Oscar R. Goebel, Walter E. Goebel, Edgar A. Goebel, Curt W. Goebel and Herbert F. Goebel the sum of Ten ($10.00) Dollars each as directed in the last will and

testament of Oscar Goebel, deceased. That if said costs, attorneys' fees and payment of bequests are allowed by this Court there will remain in the hands of this executrix the sum of

Dollars, for distribution as directed by Oscar Goebel, deceased, in his last will and testament.

That in addition to said sum of

Dollars there remains undisposed of in the hands of this executrix from the personal property of which the said Oscar Goebel died possessed certain stock in trade in the Goebel Curio Store at Belen, New Mexico, of an estimated value of Two Thousand Five Hundred and no/100 ($2,500) Dollars, and certain other personal property and effects, including household furniture. That under the last will and testament of the said Oscar Goebel said moneys and all of the other personal property of which Oscar Goebel died possessed, as hereinabove listed, was bequeathed to this executrix, Hedwig Goebel. That the said Oscar Goebel, deceased, in his last will and testament likewise devised to Hedwig Goebel all of the real property of which he died seized, as listed in the inventory filed herein.

That the names and addresses of the heirs of said decedent, so far as the same are known to this executrix and as the same appear from the records and files of the Probate Court, are: Oscar R. Goebel, [illegible] 3852 Arizona Street, San Diego, California; Walter F. Goebel, Belen, New Mexico; Edgar A. Goebel, 3720 Louisiana Street, San Diego, California; Curt W. Goebel, #20 Ariz. Fin. Bldg., ~~2517 North Tenth Street~~, Phoenix, Arizona; and Herbert F. Goebel, c/o Santa Rita Hotel, Tucson, Ariz. ~~620 Prospect Avenue, El Paso, Texas~~.

WHEREFORE, having fully administered said estate and accounted for all amounts received and expended, this executrix prays an order of this Court directing a notice to be given and that the Court appoint a day of some subsequent term for the hearing of objections to the Final Account, if any, and the settlement thereof, and for a hearing and determination of the heirship to said decedent, the ownership of his estate, and the interest of each respective claimant thereto or therein, and the persons entitled to distribution thereof.

Rodey & Dailey,
Attorneys for Executrix,
First Nat'l Bank Bldg.,
Albuquerque, New Mexico.

____
Executrix.

STATE OF NEW MEXICO)
)ss
COUNTY OF VALENCIA)

Affiant, Hedwig Goebel, of lawful age, being first duly sworn, upon her oath deposes and states that she is the duly appointed executrix of the estate of Oscar Goebel, deceased; that as such she has made the above and foregoing Final Account in said estate; that she has read said Final Account, knows the contents thereof, and that the matters and things therein set forth are true of her own knowledge save where the same are and must of necessity be set forth upon information and belief, and as to those matters, she verily believes the same to be true.

____
Affiant.

Subscribed and sworn to before me this ____ day of

________________, A. D. 192_.

____
Notary Public.

My Commission expires ______________________.

STATE OF NEW MEXICO COUNTY OF VALENCIA

IN THE PROBATE COURT.

In Re the Estate of Oscar Goebel, Deceased. No. 242.

NOTICE OF HEARING ON PROBATE OF THE ALLEGED LAST WILL AND TESTAMENT OF OSCAR GOEBEL, DECEASED.

To Hedwig Goebel, Belen, New Mexico; Walter E. Goebel, Belen, New Mexico; Oscar Goebel, 3952 Arizona St., San Diego, Calif.; Edgar A. Goebel, 3720 Louisiana, San Diego, Calif.; Curt W. Goebel, 2517 N. 10th St., Phoenix, Arizona; Herbert P. Goebel, 620 Prospect Ave., El Paso, Texas. And to all whom these presents may concern:

You are hereby notified that the alleged last will and testament of Oscar Goebel, deceased, late of the County of Valencia, State of New Mexico, was produced and read in the probate court of the County of Valencia, State of New Mexico on the 7th day of November 1927 and the day of the proving of said last will and testament was thereupon fixed for Monday, the 12th day of December, 1927, at 10 o'clock in the forenoon of said day.

GIVEN under my hand and the seal of the probate court, County of Valencia, State of New Mexico, this 7th day of November, A. D. 1927.

L. B. McBride, County Clerk and
Ex-Officio Clerk, County of Valencia, State of New Mexico.

By ______________
Deputy.

BENEFIT PLAN

FOR THE EMPLOYES

OF

PHELPS DODGE CORPORATION
Copper Queen Branch

ORGANIZED JANUARY 1st, 1910
RE-ORGANIZED SEPT. 1st, 1912
Including Amendments adopted
from date of Organization to
June 30th, 1919

BISBEE AND DOUGLAS
ARIZONA

CONTENTS

	Page	Paragraph
Amendment to Regulations	23	51
Annual Reports	5	9
Appeal to Trustees	22	49
Application for Hearing	23	50
Application for Membership	8	17
Benefits	13	26
" Sickness	14	27 a-b-c
" Accident	14-15	28 a-b
" After Termination of service	15	29
" Limitations	17	33
" Loss of Eyes	16	31
" " " Feet and Hands	16	30 a-b
" Lump Settlement	17	32
" Maximum	13	25
" Payment of	18	35
" Death from Sickness	18	36
" " " Accident	18	37
" " establishing claims	19	38
" " Payment of	19	39
Board of Trustees	3	8
" Duties	4	8 f
" Election	4	8 b
" Meetings	5	8 g
" " Special	5	8 h
" Quorum	4	8 a
" Termination of Membership	4	8 c
" Traveling expenses	5	8 i
" Vacancies	4	8 d
Contributions—Members	12	19-20
" Arrears	13	24
" Cash payment of	13	21
" Death benefit only	13	22
" During disability	13	23

Corporation's Contribution	2	6
Disability	19	41
" Absence from home	21	45
" Decision as to	20	42
" Due to Intoxication, etc.	21	46
" Examination by physicians	21	47
" Notification of	20	43
" Reports	20	44
Evidence as to claims	22	48
Handling of Fund	3	7
Medical examiners	6	11
Membership	6	12
" Eligibility	7	13
" Leaving service	7	15
" Reinstatements	8	16
" Temporary lay off	7	14
Object of Association	1	1
Organization	1	2-3-4-5
Physical defects	11	18
Relapse in Sickness	17	34
Secretary	4	8 e
Suicide	19	40
Superintendent	5	10

Employes' Benefit Association

OF

Phelps-Dodge Corporation
Copper Queen Branch

OBJECT

1. The object of the Benefit Association is to provide its members with a certain income when sick, or when killed or disabled by accident off duty, or when disabled for less than two weeks by accident suffered on duty, and to pay to their families certain definite sums in case of natural death; to create and maintain a fund which shall belong to the employes, to be used in payments of benefits to them, and to cost them the least money possible considering the benefits received.

ORGANIZATION

2. Phelps Dodge Corporation has associated itself with such of the employes of its Copper Queen Branch as may join the same in the formation of this Benefit Association.

3. The Benefit Association is in the executive charge of a Board of Trustees, consisting of members representing the departments of the Copper Queen Branch of Phelps Dodge Corporation, and a Superintendent.

The headquarters of the Superintendent will be at the office of the Corporation in Bisbee.

4. In these regulations, unless otherwise qualified, the titles "Corporation," "President," and "Board of Directors" will be understood as meaning Phelps Dodge Corporation, and the President and the Board of Directors of the Phelps Dodge Corporation, and the title "Manager" will be understood as meaning the Manager of the Copper Queen Branch of the Phelps Dodge Corporation. The titles or terms "Board of Trustees," "Superintendent," and "Medical Examiner" will be understood as meaning the Board of Trustees, the Superintendent and the Medical Examiner of the Employes' Benefit Association. The term "Fund" will be understood as applying to the Employes' Benefit Association.

5. The Benefit Fund will consist of contributions from members of the Association, income or profit from investments, gifts or legacies to the Fund, and such contributions as may be made by the Corporation from time to time. The legal title to the benefit fund shall be in the Trustees.

CORPORATION'S CONTRIBUTION

6. At the end of each year, if the average membership in the Benefit Association during that year has equalled 50 per cent of the average total number of employes of the Corporation's Copper Queen Branch, exclusive of Mexican employes, the Corporation will contribute $15,000.00 to the Fund. The Corporation agrees to temporarily advance funds when necessary for payments of benefits at due dates, to guarantee the safety of the Fund, and to pay semi-annual interest on the average balances at four per cent.

HANDLING OF FUND

7. The contributions from members shall be used only for the payment of benefits due to members of the Association, and the expenses of administration. If a surplus shall accumulate it shall remain under the control of the members of the Association, through their representatives on the Board of Trustees, and if a deficit arise, the Corporation will make temporary advances to pay same.

BOARD OF TRUSTEES

8. There shall be a Board of Trustees of nine members, to consist of the Manager, who shall be ex-officio a member and chairman of the Board and entitled to vote, and eight members to be chosen annually in December, to serve for one year from the first day of January next succeeding and until their successors shall take office, as follows:

Four of whom shall be members of the Association, and shall be chosen by the employes who are members of the Association, and four of whom shall be members of the Association and shall be chosen by the Board of Directors of the Corporation.

The Manager shall have the power to appoint a temporary chairman to serve in his absence

The number of Trustees may be increased or decreased after the first year by a majority vote of the Trustees, but the Manager shall at all times remain ex-officio member and chairman of the Board and entitled to vote, and one-half of the other members shall be elected by the employes and one-half appointed by the Corporation.

(a) **QUORUM.** A majority of the Board of Trustees shall constitute a quorum for the transaction of business.

(b) **ELECTION.** The members of the Board of Trustees chosen by the members of the Benefit Association shall be employes of the Corporation's Copper Queen Branch, two of whom shall be employes of and elected by the Mining Department, and two of whom shall be employes of and elected by the Smelting Department, and shall be elected by ballot on the first regular semi-monthly pay day of the Corporation in December of each year. Each member of the Benefit Association shall be entitled to cast one vote, and the votes shall be taken and certified under oath by tellers selected by the Trustees.

(c) **TERMINATION OF MEMBERSHIP.** In the event of the termination of service of any member of the Board of Trustees, his membership in the Board shall thereupon terminate.

(d) **VACANCIES.** Any vacancy among the members of the Board of Trustees elected by the employes shall be filled by the Board of Trustees, from the department in which the vacancy occurs, and the appointee shall serve until the next ensuing election.

Any vacancy among the members chosen by the Board of Directors shall be filled by appointment by the President or Manager.

(e) **SECRETARY.** The Superintendent of the Association shall be Secretary of the Board. He shall have no vote.

(f) **DUTIES OF BOARD OF TRUSTEES.** The Board of Trustees shall appoint and have general supervision over the Superintendent, and of the operations of the Association, and see that they are conducted in accordance with its regulations.

(g) **MEETINGS.** Trustees shall hold stated meetings, quarterly, on the fourth Thursday of January, April, July and October at the offices of the Corporation at Douglas or Bisbee, Arizona, and shall meet at other times at the call of the chairman.

(h) **SPECIAL MEETINGS.** It shall be the duty of the Chairman to call special meetings of the Trustees upon the written request of seven of its members.

(i) **TRAVELING EXPENSES.** The necessary traveling expenses of Trustees, actually incurred, and pay or wages of such members for time engaged in traveling to or from meetings of the Board and attending same, shall be paid by the Association.

ANNUAL REPORTS

9. The fiscal year shall be from January first to December thirty-first of each year.

The condition of the fund at the close of each year, shall be audited and reported on by a competent person or persons selected for that purpose by the Trustees elected by the members of the Association.

A detailed report including all receipts and disbursements, shall be printed annually, and members may procure copies on application.

The books shall be open at all times to members.

SUPERINTENDENT

10. The Superintendent of the Benefit Association shall be appointed by the Trustees.

Under the direction of the Board he shall have charge of all business of the Association; employ necessary clerks and other assistants; prescribe the forms and blanks to be used; certify all bills and payrolls; sign all orders for payment of benefits; furnish to the Board such reports as they may require; and decide all questions properly referred to him.

MEDICAL EXAMINERS

11. The medical examiners shall be the regular physicians and surgeons of the Corporation staff, and shall make the required physical examination of applicants for membership in the Benefit Association, and shall prepare applications, report the condition of sick or injured members, decide when members are disabled and when they are able to work, whether any disability shall be considered a relapse or original disability, and whether cause of disability shall be classed as due to sickness or accident.

Medical examiners of the Association shall in each case make an examination of disabled members in order to report intelligently to the Superintendent No bills for medical or surgical attendance are paid by the Association, unless the medical examiner finds it necessary to provide additional or different medical or surgical treatment, or to remove a patient to a hospital other than that of the Corporation in order that the patient may receive special treatment. Bills to cover such cases will be paid by the Association after proper certification by a medical examiner.

MEMBERSHIP

12. All employes of the Copper Queen Branch of Phelps Dodge Corporation who apply for and are ad-

mitted to membership and conform to the regulations, shall be members of the Association. The privilege of membership may be extended to employes of Phelps Dodge Mercantile Company in the stores situated at Bisbee, Douglas and Lowell, under the same conditions.

13. **ELIGIBILITY.** (a) Any employe not over forty-five years of age, may, upon passing a satisfactory medical examination and upon approval of his application by the Superintendent, become a member.

(b) Any employe over forty-five and under sixty years of age may, upon passing a satisfactory medical examination and upon approval of his application by the Superintendent, become a member under the same regulations. In such cases full benefits for accidents occurring while off duty, or illness, or for accident suffered on duty which disables for less than two weeks shall be paid, but death benefits from any other cause than accident shall be only $150.00.

14. **TEMPORARY LAY-OFF.** Any member who is temporarily relieved from service for a period not exceeding ninety days, may retain his membership during such absence by paying his contribution each month in advance: Provided, that if any member during such absence shall enter upon or accept any employment other than his employment with the Corporation, he shall be deemed thereby to have severed his connection with the Corporation, and to have terminated his membership in the Benefit Association, which shall thereupon become obligated to refund to him any unearned contributions theretofore paid by him.

15. **LEAVING SERVICE.** When a member resigns from the service or leaves the service without

notice, or absents himself without notice (unless he afterwards gives reason satisfactory to the Superintendent), or is discharged, or is laid off for a period longer than ninety days, his membership in the Association shall terminate with his employment, and he shall not thereafter be entitled to any benefits, except for disability beginning and reported before such termination of employment and continuing without interruption.

Any employe leaving the service who has been a member of the Benefit Association for one year, may continue his membership in respect only of the minimum death benefit which he has held during the last year of employment, or of any smaller amount, upon making supplementary application therefor before termination of employment or within five days thereafter.

16. **RE-INSTATEMENTS.** Any member paying full contribution during temporary leave of absence may be re-instated within ninety days without physical examination, unless his membership shall have been terminated, as in By-Law 14 before provided.

If any member contributing for death benefits only is re-employed, he shall resume full membership upon passing a satisfactory physical examination.

APPLICATIONS

17. Membership in the Benefit Association shall be based upon an application in the following form:

To the Superintendent of Employes' Benefit
Association of Phelps Dodge Corporation,
Copper Queen Branch:

I, ...

being............years of age, and residing at No...............
....Street, in the City of
....in the County of Cochise, State of Arizona, now employed by the Copper Queen Branch of Phelps Dodge Corporation, do hereby apply for membership in said Employes' Benefit Association, and agree to be bound by the regulations of said Association, a copy of which has been by me received, and by any other regulations of said Benefit Association hereafter adopted and in force during my membership.

I also agree, request and direct that said Corporation, by its proper agents, and in the manner provided for in such rules, shall, during the continuance of my employment, apply as a voluntary contribution from any wages earned by me under said employment, two per cent (2%) of my wages at the daily rate of pay for the total number of days in each calendar month, respectively, for the purpose of securing the benefits provided in the regulations for a member of said Association.

Unless I shall hereafter otherwise designate in writing, with the approval of the Superintendent of the Benefit Association, death benefits shall be

payable to ....
my .... residing at..............................
.... if living, and if not living,
to .... my....................................
residing at ....
if living, and if not living, to my legal representative; or if proper claim is not made to the Superintendent within one year from the date of my death, the death benefit shall lapse and the amount thereof shall become and remain part of the benefit fund.

I also agree, for myself and those claiming through me, to be governed by the regulations providing for final and conclusive settlement of all claims for benefits, or controversies of whatever nature, by reference to the Superintendent of the Benefit Association, and an appeal from his decision to the Board of Trustees.

I also agree that any untrue or fraudulent statement made by me to the Medical Examiner or any concealment of facts in this application, or any attempts on my part to defraud or impose upon said Benefit Association, or my resigning from or leaving the service of the Copper Queen branch of said Phelps Dodge Corporation, or my being relieved or discharged therefrom, shall forfeit my membership in said Benefit Association, and all rights, benefits and equities arising therefrom, except that such termination of my employment shall not (in the absence of any of the other foregoing causes of forfeiture) deprive me of any benefits to the payment of which I may be entitled by reason of disability, beginning and reported before and continuing without interruption to and after such termination of my employment, nor of the right to continue my membership in respect of death benefit only, as provided in said rules.

I certify that I am correct and temperate in my habits; that, so far as I know, I am now in good health, and have no injury or disease, constitutional or otherwise, except as shown in the accompanying statement made by me to the Medical Examiner, which statement shall constitute a part of this application.

IN WITNESS WHEREOF, I have signed my name hereto at .... in

the County of Cochise, State of Arizona, this..........
day of .... A. D., 19.......;
This application to take effect on such date as may be designated by said Superintendent.

....
Signature of Applicant.

Witness: ....

The foregoing application is approved at the office of the Superintendent of the Employes' Benefit Association of the Phelps Dodge Corporation, Copper Queen Branch, at Bisbee, Arizona, this................
day of .... A. D., ...19.......

....
Superintendent of Employes'
Benefit Association.

Application shall take effect on the date when approved by the Superintendent, and a certificate of membership shall be issued.

18. **Physical Defects.** If any applicant for membership has physical defects which would prevent the approval of his application if presented unconditionally, his application may nevertheless be approved; provided that he executes an agreement in writing, satisfactory to the Superintendent, to the effect that he or his beneficiary, heirs, executors or administrators shall not be entitled under his membership to any benefits for death or disability caus-

ed by, arising from, or growing out of such defects; such agreement to be attached to and made a part of his said application, and such modification of the prescribed forms of application is hereby authorized.

19. The word "Contribution" wherever used in these rules shall be held and construed to mean such designated portion of the wages payable by the Corporation to an employe, as he shall have agreed in his application that the Corporation shall apply for the purpose of securing to him the benefits of the Benefit Association, or such cash payments as it may be necessary for a member to make for said purpose.

20. **Contributions from Wages—Due Dates.** Contributions for any month will be due in equal installments on the first and sixteenth of that month, and will ordinarily be deducted from the member's wages due on that date. All contributions shall be two per cent of the wages of the employe at the daily rate of pay for the total number of days in each semi-monthly period, respectively. Any employe leaving the service of the Corporation who has been a member of the Association for a period of more than one month, shall, upon, the termination of his employment during any semi-monthly period pay contributions for the time employed in that period as follows:

From one to 5 days' employment, 40 per cent of total contribution for semi-monthly period.

From 6 to 10 days' employment, 60 per cent of total contribution for semi-monthly period;

Over ten days' employment, full contribution for semi-monthly period.

21. **Cash Payment of Contributions.** When a member has no wages on the payroll, any contributions due from him must be paid in cash, in advance, to the Superintendent, otherwise he will be in arrears.

A member contributing for death benefit only shall make such cash payments direct to the Superintendent.

22. **Amount of Contribution for Death Benefit Only.** Members who have left the service of the Corporation and retain their membership for death benefits as herein provided, shall contribute twenty (20) cents per month, in advance, for each hundred dollars of death benefit; but such death benefit may not exceed $1500.00.

23. **Contribution During Disability.** Members shall not make contributions for any time when declared disabled by the Medical Examiner, except as provided in the regulations.

24. **Arrears.** When a member is in arrears he shall be entitled to no benefits and if in arrears two months his right to reinstatement without physical examination shall cease without notice.

25. **Maximum Benefits.** No member shall be allowed to receive benefits for sickness or accident, as provided in these regulations, on the basis of more than one-half of his earnings computed on an amount not exceeding $150.00 per month, provided, however, that the total amount payable for death benefit shall not in any case exceed $1500.00.

BENEFITS

26. The following benefits shall be paid to members or beneficiaries entitled thereto, in accordance with the provisions of the regulations:

27. **Sickness Benefits.** (a) Payment for each day, except for the first five days of disability, claimed as due to sickness, for a period not longer than fifty-two weeks, at one-half of member's rate of pay at the time of his illness, not to exceed a maximum benefit at the rate of $75.00 per month, provided, however, that the total of the payments so to be made shall not exceed $900.00 for such period. A relapse shall constitute part of the disability in computing the term of disability.

After the payment of benefits for fifty-two weeks disability, as hereinbefore stated, membership in the Association shall cease, and a member can only be reinstated after passing a satisfactory medical examination, and the execution of an agreement by him, as provided in By-Law 18 of the Association.

(b) **Establishing Claims for Sickness Benefit.** To establish a claim for sickness benefit there must be positive evidence of acute or constitutional disease sufficient to cause disability.

(c) **Causes of Disability Which Shall Be Classed as Due to Sickness.** Disability resulting from poison however taken into or acting upon the body or from any overdose of medicine or drug taken by mistake, or from surgical operation necessary for the removal of some defect which would otherwise probably produce disability, or from sunstroke, or frostbite, shall be classed as due to sickness; but this By-Law shall not be deemed to cover or include disability of more than fourteen days' duration resulting from blood poisoning, or infection following an injury from accident on duty, or following surgical operation therefor.

28. **Accident Benefits.** (a) **Accidents occurring while on Duty.** Payment for each day or part of

day of disability classed as due to accident occurring while on duty, at one-half of the member's rate of pay at the time of accident, not to exceed a maximum benefit at the rate of $75.00 per month, when the duration of disability from such accident does not extend over fourteen days.

(b) **Accidents Occurring When Off Duty.** Payment for each day or part of day of disability classed as due to accident occurring when off duty, for a period of not longer than fifty-two weeks at one-half of member's rate of pay at the time of accident, not to exceed a maximum benefit at rate of $75.00 per month, provided, however, that the total of the payments so to be made shall not in any case exceed $900.00 for such period.

After the payment of benefits for fifty-two weeks disability, as hereinbefore stated, membership in the Association shall cease, and a member can only be reinstated after passing a satisfactory medical examination and the execution of an agreement by him as provided in By-Law 18 of the Association.

Establishing Claims for Accident Benefits. To establish a claim for accident benefits the accident must be reported immediately upon its occurrence, and there must be external, positive and visible evidence of physical injury by accident sufficient to cause immediate disability. In cases of alleged sprain, strain, wrench, and the like, where physical proof of disabling injury is lacking, the member must furnish substantial history, satisfactory to the Superintendent, of violence accidently inflicted sufficient and liable to cause disabling injury, otherwise accident benefits will not be allowed.

29. **Benefits After Termination of Service.** A member shall not be entitled to benefits on account

of sickness beginning or injury occurring subsequent to the termination of his service, nor on account of death occurring subsequent thereto, unless directly due to the sickness, or injury occurring off duty, prior to the time of such termination of service, or unless he continues his membership in respect to death benefit only, in accordance with the foregoing.

SPECIAL BENEFITS IN CASE OF SERIOUS ACCIDENT

30. (a) **Foot or Hand.** If a member receives accidental injuries when off duty producing the immediate severing or amputation of a hand or foot at or above the wrist or ankle, or if such injury results in the permanent paralysis of, or permanent injury to such limb, he shall receive a total amount equal to one-half year's wages on the basis of the daily rate of pay at the time of the injury, for the total number of days in each calendar month of the year next previous, provided, however, that such total amount shall not in any case exceed $750.00.

(b) **Feet and Hands.** If such injury occurring off duty should result in the immediate severing or amputation of, or results in the permanent paralysis of, or permanent injury to, two or more limbs, he shall receive a total amount equivalent to one year's wages on the basis of the daily rate of pay at the time of the injury, for the total number of days in each calendar month of the year next previous, provided, however, that such total amount shall not in any case exceed $1500.00.

31. **Eyes.** If a member receives accidental injuries while off duty, resulting in the total permanent loss of sight of one eye, he shall receive a total

amount equal to four-tenths of one year's wages, on the basis of the daily rate of pay at the time of the injury for the total number of days in each calendar month of the year next previous, provided, however, that such total amount shall not in any case exceed $500.00. For total permanent blindness, resulting from accident off duty, he shall receive a total amount equivalent to one year's wages, on the basis of the daily rate of pay at the time of injury, for the total number of days in each calendar month of the year next previous, provided, however, that such total amount shall not in any case exceed $1500.00.

32. **Lump Settlements.** In case of any grave injury sustained off duty, or chronic sickness, where the member desires to accept a lump sum in lieu of the benefits which might become due to him or on his account, and in full of all obligations of the Benefit Association arising from his membership, the Superintendent shall upon recommendation of any medical examiner have authority to make a full and final settlement with such member on such terms as may be agreed upon in writing. All such settlements shall be reported to the Board of Trustees at its next meeting.

33. **Limitations.** No member shall be entitled to receive benefits from sickness and accident disability at the same time.

34. **Relapse.** In case of relapse in sickness disability occurring within two weeks, or a succession of sickness disability upon accident which lasted five days, the first five days shall not be deducted in computing time of sick benefits; and where such immediately preceding accident disability lasted four days or less, the number of days to be deducted

shall be five less the number of days of such accident disability.

35. **Payments.** Benefits on account of continued disability will be paid monthly.

Benefits for short periods of disability will be paid as soon as the amount due can be determined.

Benefits shall be paid only to the disabled member, or in accordance with his written order, when approved by the Superintendent, or to his legal representative.

Benefits shall be paid in conformity with the financial methods of the Corporation, on orders drawn by the Superintendent, upon his receiving such documents respecting claims as may be required by him.

DEATH BENEFITS

36. **Death from Sickness.** Payment in case of death classed as due to sickness, of an amount equal to one year's wages, on the basis of the daily rate of pay at the time of disability, for the total number of days in each calendar month of the year next previous, provided, however, that such total amount shall not in any case exceed $1500.00, and subject to the conditions imposed in By-Law 13 (b) hereof, regarding death benefit for sickness in case applicant is over forty-five years of age at the time of making application, and limiting the amount of death benefit in such cases to $150.00.

37. **Death from Accident Off Duty.** Payment in case of death classed as due to accident occurring while off duty, of an amount equivalent to one year's wages on the basis of the daily rate of pay at the time of accident, for the total number of days

in each calendar month of the year next previous, provided, however, that such total amount shall not in any case exceed $1500.00.

38. **Establishing Claims for Death Benefits.** Claims for death benefits must be made within one year after the death of the member. To establish a claim for accident death benefit, there must be external, positive and visible evidences of physical injury by accident occurring off duty sufficient to cause death; death due to other causes, except as specified in By-Law 46 hereof, will be classed as due to sickness.

39. **Payment of Death Benefits.** Death benefits together with any unpaid disability benefit, shall be payable to the beneficiary of a deceased member upon proof of claim.

A part of the death benefit (not to exceed one hundred dollars) may, at the discretion of the Superintendent, be paid before final settlement, to meet funeral or other urgent expenses incident to the death of a member.

40. **Suicide.** If a member commits suicide before the end of the first year of his membership, the beneficiary shall receive in full satisfaction of all claims only such amount as the member has contributed for benefits.

DISABILITY

41. Wherever the word "Disability" is used in these regulations, it shall be held to mean physical inability to to work, by reason of sickness or accidental injury, and the word "Disabled" shall apply to members thus physically unable to work.

42. **The Decision** as to when members are disabled and when they are able to work shall rest with the Medical Examiners of the Association, and this decision shall be final and binding upon the members, subject to the provisions of the regulations.

43. **Notification.** When a Mine or Smelter member becomes disabled he shall notify his timekeeper immediately or cause him to be notified; other employes shall notify their superior officers. In reporting disability, the member shall give his house address. If he fails to give notice until he recovers he shall not be entitled to benefits unless he proves his disability to the satisfaction of the Superintendent and gives satisfactory reason for failure to give notice. If he gives notice during disability, but delays in so doing, he shall not be considered disabled before the day on which notice is given, unless he proves his disability before that day to the satisfaction of the Superintendent and gives satisfactory reason for delay in giving notice.

If a member becomes disabled when away from home, whether on business for his employer or on leave of absence, he shall not be entitled to benefits unless he reports his disability immediately and proves it to the satisfaction of the Superintendent.

44. **Reports.** When a member becomes disabled he shall also, unless unable on account of his disability, report immediately to the Medical Examiner at his office, during business hours. A disabled member not confined to the house by his disability shall also report at the Medical Examiner's office from time to time as requested, and keep any other appointments made by the Examiner. Members

who avoid the Medical Examiner or neglect to report or keep appointments shall not be entitled to benefits.

If a member who has been reported as able to work by the Medical Examiner is not able to work on the day set, he shall immediately notify the Medical Examiner, and report to him in person if possible; otherwise he shall not be considered disabled after the day set for his return to work.

45. **Absence.** When a disabled member wishes to leave home, he shall obtain from the Medical Examiner written approval of absence for a specific time, shall furnish him satisfactory proof of disability, while absent, and report immediately to him on his return, otherwise he shall not receive benefits while absent.

46. **No Benefits When Disability or Death is Due to Intoxication, Etc.** Benefits shall not be payable for disability or death directly, indirectly or partly due to intoxication, or the use of alcoholic liquors as a beverage or to immoderate use of stimulants or narcotics, or to unlawful acts or immoralities, or to venereal diseases, however contracted or to the results thereof, or to urethritis, orchitis, epididymitis, stricture or glandular swelling or abcess in the groin due to same, or to fighting, unless in self-defense against unprovoked assault or to injury received in any brawl, or in any gambling house or other disreputable resort.

EXAMINATION

47. Members shall not be entitled to benefits if they decline to permit the Medical Examiners to make or have made by any other physician, such

examination as they may deem necessary to ascertain their condition when claiming disability.

Disabled members must take proper care of themselves and have proper treatment. Benefits will be discontinued to members who refuse or neglect to follow the recommendations of the Medical Examiners.

48. **Evidence.** In any controversy, claim, demand, suit-at-law, or other proceeding between any member, his beneficiary or legal representative, and the Benefit Association, the certificate of the Superintendent as to any facts appearing in the records of the Benefit Association, or of the Copper Queen Branch of Phelps Dodge Corporation, or that any writing is a copy taken from said records, or of any instrument on file in said Benefit Association, or with the Copper Queen Branch of Phelps Dodge Corporation, or that any action has or has not been taken by the Board of Trustees, or the Board of Directors, shall be prima facie evidence of the facts therein certified.

49. **Appeal.** All questions or controversies of whatsoever character, arising in any manner, or between any parties or persons, in connection with the Benefit Association or the operation thereof, whether as to any claim for benefits preferred by any member or his legal representative or his beneficiary, or any other person, or whether as to the construction of language or meaning of the rules, or as to any writing, decision, instruction or acts in connection with the operation of the Benefit Association, shall be submitted within sixty (60) days of the time of the decision from which an appeal is taken to the Superintendent, whose decision shall be final and conclusive, unless an ap-

peal in writing from such decision shall be taken to the Board of Trustees within thirty (30) days after notice of such decision to the parties interested.

50. **Hearing.** When an appeal is taken to the Board of Trustees it shall be heard by the Trustees without further notice, at their next stated meeting or at such future meeting or time as they may designate, and shall be determined by a vote of the majority of the members present at such meeting and the decision of the Trustees shall be final and conclusive upon all parties, without exception or appeal.

AMENDMENTS

51. Amendments to the regulations of the Benefit Association may be proposed to the Trustees at any quarterly meeting by any member of the Board. Amendments so proposed may be acted upon only at a subsequent meeting, except by unanimous consent.

No amendment shall be operative unless adopted by the affirmative vote of two-thirds of all the Trustees.

Any amendment so adopted shall be binding upon the Corporation, and the members of the Benefit Association and all persons claiming through them, from the date specified in the announcement thereof

Review Bisbee

EMPLOYES' BENEFIT ASSOCIATION

OF

PHELPS DODGE CORPORATION, COPPER QUEEN BRANCH

Certificate of Membership

Bisbee, Arizona, JUN 18 1921 19

This Certifies, That W. E. Goebel is a member of the Employes' Benefit Association of Phelps Dodge Corporation, Copper Queen Branch, in accordance with the rules and regulations thereof.

No. 20854

M. Kingston
Superintendent of Association.

(COPY)

APPLICATION FOR MEMBERSHIP IN

EMPLOYES' BENEFIT ASSOCIATION

OF

PHELPS DODGE CORPORATION—COPPER QUEEN BRANCH

General or Collection Agency BISBEE, ARIZ Occupation Electrician

Dept. or Works Elect Nationality AMERICAN Date Entered Service

Check No. 6555

To the Superintendent of Employes' Benefit Association of Phelps Dodge Corporation, Copper Queen Branch.

I, W E Goebel being 35 years of age, and residing at No. Street in the City of BISBEE, ARIZ in the County of Cochise, state of Arizona, now employed by the Phelps Dodge Corporation, Copper Queen Branch, do hereby apply for membership in said Employes' Benefit Association, and agree to be bound by the regulations of said Association, a copy of which has been by me received and by any other regulations of said Benefit Association hereafter adopted and in force during my membership.

I also agree, request and direct that said Corporation, by its proper agents, and in the manner provided for in such rules, shall, during the continuance of my employment, apply as a voluntary contribution from any wages earned by me under said employment two (2%) per cent of my wages at the daily rate of pay for the total number of days in each calendar month respectively, for the purpose of securing the benefits provided in the regulations for a member of said Association.

Unless I shall hereafter otherwise designate in writing, with the approval of the Superintendent of the Benefit Association, death benefit shall be payable to Hedwig Goebel my mother

residing at Belen N M

if living, and if not living, to my

residing at

if living, and if not living, to my legal representatives; or if proper claim is not made to the Superintendent within one year from the date of my death, the death benefit shall lapse, and the amount thereof shall become and remain part of the benefit fund.

I also agree, for myself and those claiming through me, to be governed by the regulations providing for final and conclusive settlement of all claims for benefits, or controversies of whatever nature, by reference to the Superintendent of the Benefit Association, and an appeal from his decision to the Board of Trustees.

I also agree that any untrue or fraudulent statement made by me to the Medical Examiner, or any concealment of facts in this application, or any attempts on my part to defraud or impose upon said Benefit Association, or my resigning from or leaving the service of said Copper Queen Branh of the Phelps Dodge Corporation, or my being relieved or discharged therefrom, shall forfeit my membership in said Benefit Association, and all rights, benefits and equities arising therefrom, except that such termination of my employment shall not (in the absence of any of the other foregoing causes of forfeiture) deprive me of any benefits to the payment of which I may be entitled by reason of disability beginning and reported before and continuing without interruption to and after such termination of my employment, nor of the right to continue my membership in respect of death benefit only, as provided in said rules.

I certify that I am correct and temperate in my habits; that so far as I know, I am now in good health, and have no injury or disease, constitutional or otherwise, except as shown on the accompanying statement made by me to the Medical Examiner, which statement shall constitute a part of this application.

IN WITNESS WHEREOF, I have signed my name hereto at BISBEE, ARIZ in the County of Cochise, State of Arizona, this 18 day of June A. D. 1921. This application to take effect on such date as may be designated by said Superintendent.

W. E. Goebel
Signature of Applicant.

Witness M J Smith

The foregoing application is approved at the office of the Superintendent of the Employes' Benefit Association, Phelps Dodge Corporation, Copper Queen Branch, at Bisbee, Arizona, this 18th day of June A. D. 1921; to take effect the 18th day of June A. D. 1921

Superintendent of Employes' Benefit Association.

(COPY)

STATEMENT MADE TO THE MEDICAL EXAMINER BY THE APPLICANT.

1. What is your full name? Walter E Goebel

2. When were you born? Mar 24 1886 3. How long have you been in the service? June 18 1914

4. Have you ever been a member or examined for membership in the Employes' Benefit Association, Phelps Dodge Corporation, Copper Queen Branch? NO 5. Where and and when?

6. Are you married? NO 7. What is the name of your wife (husband)?

8. What are the names of your children? (If married, give married names).

Sons

Daughters

9. What are the names of your parents, brothers and sisters, now living?

Father Oscar Mother Hedwig

Brothers Oscar, Edgar, Kurt, Herbert

Sisters NONE

10. If either parent or any brothers or sisters have died, what was the cause of death in each case?

11. Have you ever had—

Defective Vision?	NO	Syphilis?	NO	Asthma?	NO
Piles?	NO	Fainting?	NO	Pneumonia?	NO
Neuritis?	NO	Abcesses?	NO	Tuberculosis?	NO
Typhoid Fever?	NO	Dysentery?	NO	Spitting of Blood?	NO
Hay Fever?	NO	Deafness?	NO	Fits?	NO
Pleurisy?	NO	Hernia?	NO	Dizziness?	NO
		Rheumatism?	NO	Chronic Indigestion?	NO

12. What long or serious illness have you had? NONE

13. When and where? NONE

14. What Injuries have you had? NONE

15. How long were you disabled? NONE

16. What Operations have you had? NONE

17. Have you ever lived with anyone ill with Tuberculosis? NO

18. Has anyone in your family had Tuberculosis or Insanity? NO

19. Have you been Vaccinated for Smallpox? YES

20. Have you lost weight recently? NO

21. Have you now or have you ever had any disease, tumor or ulcer, or any physical defect except as above stated?

NO

22. Have you insurance in any other companies? NO

I certify that my answers to the foregoing questions are recorded above in full and correctly, and that said answers are true.

Witness: M J Smith

Signature of Applicant W E Goebel